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10 Attorneys for Plaintiff
KATHLEEN KARELS

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

13 KATHLEEN KARELS, an individual,

Case No. 2:17-cv-1039-JCM-(VCF)

14 Plaintiff,

**THE PARTIES STIPULATION AND
ORDER
TO DISMISS THE WAL-MART
DEFENDANTS, ONLY, WITHOUT PREJUDICE**

16 **WAL-MART STORES, INC.**, a Delaware
corporation; **GROUP LONG TERM DISABILITY**
17 **PLAN FOR EMPLOYEES OF WAL-MART**
STORES, INC., an employee welfare benefit
18 plan; and **HARTFORD LIFE AND ACCIDENT**
INSURANCE COMPANY, a Connecticut
19 corporation,

20 Defendants.

22 The Parties, Plaintiff, **KATHLEEN KARELS**, ("Plaintiff" or "Karels") by her attorneys,
23 Steven J. Parsons of **LAW OFFICES OF STEVEN J. PARSONS**, and Scott E. Davis of **SCOTT E. DAVIS**,
24 P.C.; Defendants **HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**, ("Hartford") by its
25 attorneys, Kristina N. Holmstrom of **LEWIS ROCA ROTHGERBER CHRISTIE LLP**; and **WAL-MART**
26 **STORES, INC.**, and **GROUP LONG TERM DISABILITY PLAN FOR EMPLOYEES OF WAL-MART**
27 **STORES, INC.** ("Wal-Mart Defendants") by their attorneys, J. Gordon Howard of **RUSSELL &**



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1 OLIVER, PLC of Memphis, Tennessee,¹ hereby stipulate and agree, as follows:

2 1. Plaintiff served Wal-Mart Defendants with the Complaint on May 12, 2017;

3 2. The parties earlier stipulated to allow time for the parties to engage in
4 discussions to see if Wal-Mart Defendants' were necessary parties to this litigation. The
5 stipulation was entered as an Order of the Court (Doc. # 7) on June 2, 2017;

6 3. Upon further inquiry and discussion between the Parties' counsel, it was
7 confirmed that there are no other employee benefits for Plaintiff, other than the disability
8 benefits as set forth in Plaintiff's Complaint, that her claims or the facts would implicate;

9 4. Defendant Hartford is an insurer, not the Plan. Defendant Hartford fully insured
10 the benefits of the Plan;

11 5. The claims decision of Defendant Hartford would benefit or be to the detriment
12 of only Defendant Hartford, therefore Defendant Hartford has a structural conflict of interest
13 (in that it both funds and decides claims.)

14 Therefore, the Parties hereby stipulate and agree that the Complaint as to the Wal-Mart
15 Defendants, only, be dismissed, without prejudice, and that the Court enter its Order,
16 accordingly.

17 Further, the Parties also agree that they seek the Order of Dismissal to include that the
18 Wal-Mart Defendants' names be stricken from the caption of the case by the Clerk of the
19 Court.

20 Dated: Monday, June 19, 2017.

21 LAW OFFICES OF STEVEN J. PARSONS

LEWIS ROCA ROTHGERBER CHRISTIE LLP

22 /s/ Steven J. Parsons
23 Steven J. Parsons
23 Nevada Bar No. 363

/s/ Kristina N. Holmstrom
Kristina N. Holmstrom
Nevada Bar No. 10086

24 Attorneys for Plaintiff
KATHLEEN KARELS

25

Attorneys for Defendant HARTFORD LIFE
AND ACCIDENT INSURANCE COMPANY

26 ¹Mr. Howard's only participation in this case was to secure the dismissal of the Wal-
27 Mart Defendants, as provided for herein.

1 RUSSELL & OLIVER, PLC
2 /s/ J. Gordon Howard
3 J. Gordon Howard
Tennessee Bar No. 026850
4 Attorney for Wal-Mart Defendants

5 **ORDER**

6 **IT IS SO ORDERED.**

7 Dated: June 21, 2017.

8 
9 Steven C. Mahan
10 UNITED STATES DISTRICT JUDGE

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